



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Real Estate Division

222 South Hill Street, 3rd Floor, Los Angeles, California 90012
(213) 974-4300
<http://ceo.lacounty.gov>

February 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FIVE-YEAR LICENSE AGREEMENT
DEPARTMENT OF PUBLIC SOCIAL SERVICES
611-623 CARONDELET STREET, LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

A proposed five-year license agreement for supplemental parking for the Department of Public Social Services (DPSS) to provide 250 off-site parking spaces for staff housed at 2415 West Sixth Street, Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed license agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, per Section 15061 (b) (3) of the State CEQA Guidelines.
2. Approve and instruct the Chairman to sign a five-year license with the Los Angeles Unified School District (LAUSD), Lessor for DPSS to occupy 250 parking spaces located at 611-623 Carondelet Street, Los Angeles, at an initial annual rental cost of \$261,850. The rental cost is 91 percent subvented by State and Federal funds, and 9 percent net County cost.
3. Approve the project and authorize the Chief Executive Office (CEO) and DPSS to implement the project. The license will be effective upon approval by your Board.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The ten-year lease agreement for parking for this facility expired on August 18, 2008, and the County has continued to use the structure on a month-to-month holdover. DPSS has requested renewal of the license for the continued operation of their DPSS Wilshire Special District office located at 2415 West Sixth Street, Los Angeles that does not have adequate parking for staff. The DPSS Wilshire Special District Office currently has 335 staff and the office building only has 100 onsite parking spaces.

This Wilshire Special District office serves a high concentration of clients in the vicinity to the north and west of downtown Los Angeles. The extra parking is essential to the office as it provides supplemental staff parking. The parking structure is located one block west and one-half block south of the District office, providing a total of 250 spaces to the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with easy access to quality information and services that are both beneficial and responsive (Goal 1) and assist families' well-being (Goal 5). The proposed license agreement supports these goals allowing DPSS to continue providing ease of access to DPSS services to families in the service area.

FISCAL IMPACT/FINANCING

The proposed license agreement will continue to provide DPSS 250 parking spaces for \$21,800 per month, or \$261,600 annually, along with a one-time \$250 processing fee.

611-623 S. Carondelet St., Los Angeles	Existing Lease	Proposed License	Change
Total Parking Spaces	250	250	None
Term	10 years (8/19/98-8/18/08) Currently on a month- to-month holdover	5 years upon Board approval	5 years
Annual Base Rent	\$261,588 (\$87.20/space/mo.)	\$261,600 (\$87.20/space/mo.)	None
Cancellation	None	Both parties after 24 th month with six months notice	+ Cancellation
Option to Renew	None	One five-year term	+ Five years
Rental Adjustment	Consumer Price Index	Consumer Price Index	None

Sufficient funding for the proposed license costs is included in the 2008-09 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in its 2008-09 operating budget to cover the projected license costs. State and Federal subvention will be used to fund 91 percent of the rental costs, and the remaining 9 percent will be net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed five-year license agreement is for 250 parking spaces at \$21,800 per month and contains the following provisions:

- Includes 250 County designated parking spaces on the third and fourth level of an existing multi-story parking structure.
- County has the right to reduce the number of licensed parking spaces along with a reduction on the license fee, at any time with 30 days prior written notice.
- A five-year term commencing upon Board adoption.
- Licensor is responsible for all utilities and maintenance costs associated with the premises.
- A cancellation provision allowing either party to cancel anytime after the 24 months with six months prior written notice. The cancellation right in the office facility at 2415 West Sixth Street, was modified to mirror the language in this license.
- Annual rental adjustments based on CPI.

CEO Real Estate staff conducted a survey of the area near the Wilshire Special District office to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement. Based upon said survey, staff has established that the rental range for similar parking is between \$70 and \$137 per space per month. Thus, the base monthly rent of \$87.20 per space per month for the proposed license agreement represents a rate within the market for parking in the mid-Wilshire area.

The Honorable Board of Supervisors
February 3, 2009
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ENVIRONMENTAL DOCUMENTATION

This office has made a preliminary review of environmental factors and has concluded that this project is categorically exempt from CEQA pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15061 (b) (3) if the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed license provides the necessary parking spaces for this County requirement and DPSS concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return three originals of the executed license agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CEM:FC:hd

Attachments (4)

c: County Counsel
Auditor-Controller
Department of Public Social Services
Internal Services Department

DEPARTMENT OF PUBLIC SOCIAL SERVICES
611-623 SOUTH CARONDELET STREET, LOS ANGELES
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² This is a parking agreement.			X
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?		X	
	G	Was build-to-suit or capital project considered?		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?		X	
	D	Why was this program not co-located?			X
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u>X</u> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?			X
	¹ As approved by the Board of Supervisors 11/17/98				

²If not, why not?

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into in duplicate original this _____ day of _____ 200__, by and between **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a School district duly organized and existing under the laws of the State of California (hereinafter referred to as "Licensor") and **THE COUNTY OF LOS ANGELES**, a body politic and corporate, (hereinafter referred to as "Licensee").

RECITALS

- A. Licensor owns and operates a parking garage located at 611-623 South Carondelet, Los Angeles, California, which provides approximately 450 parking spaces (the "Garage").
- B. Licensee requires Two hundred fifty (250) automobile parking spaces for its employees.
- C. The Garage has parking spaces available.
- D. Licensor has retained Athena Parking, Inc. (the "Operator") to manage and operate the parking spaces at the Garage.
- E. Licensor and Licensee, in good faith, desire to structure an arrangement whereby the Garage can provide parking and Licensee can have parking as it needs.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **License Area:** The real property that is the subject of this Agreement is two hundred fifty (250) designated automobile parking spaces located on the third and fourth level of the Garage (hereinafter referred to as the "License Area"); provided, that Licensee shall not use any parking space that is reserved or restricted or that may be marked as reserved or restricted in the future.

(a) Licensor shall have the right to relocate some or all of the 250 parking spaces within the facility so long as the designated spaces are within the covered structure.

(b) Licensee shall have the right to reduce the number of parking spaces at any time during the license term and receive a corresponding reduction in the monthly License Fee by providing Licensor a 30-day advanced written notice from Licensee's Chief Executive Office ("CEO").

2. **Grant of License:** Licensor hereby grants to Licensee a non-exclusive license to use the License Area in strict accordance with the terms and conditions set forth herein and Licensee agrees to only use the License Area in strict accordance with the terms and conditions set forth herein.

3. **Use:** Licensee shall use the License Area for the parking of automobiles. Licensee shall use the License Area for no other purpose without the written consent of Licensor, which consent may be withheld or conditioned as Licensee, in its sole and absolute discretion, may deem appropriate. Licensee may use the License Area 24 hours a day. Licensee acknowledges that Licensor and other third-parties shall also use the Garage at the same time as Licensee's use. Licensee acknowledges and understands that the Garage is part of McAlister High School Administrative Office and Charles White Elementary School and is currently being used Monday through Friday and occasionally on the weekends by their respective teachers, administrative staff, guests and invitees. Licensor further discloses that the Garage is used occasionally for filming and special events depending upon the availability of parking spaces.

4. **Conditions:**

(a) Licensee accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Licensee understands and agrees that Licensor shall not be obligated to and shall have no rights to make any alterations, modifications or improvements to the License Area at any time. Licensor shall be responsible for maintaining the asphalt surface of the Garage and the License Area in a condition that Licensor, in its sole and absolute discretion, deems reasonable, at its sole cost and expense.

(b) Licensee shall report to Licensor any deficiencies in maintenance or condition of the License Area that Licensee notices in the Garage. Licensor shall make any and all repairs to the Garage, including the License Area, and Licensee agrees to reimburse Licensor for any damage to the License Area and Garage that may occur during the term hereof, arising out of or in any way related to Licensee's negligent use of the License Area. On or before the last day of the term hereof, or on any earlier termination, Licensee shall surrender the License Area to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

(c) Licensee shall not knowingly use the License Area or permit its officers, employees, agents and invitees to do anything in or about the License Area which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in force relating to or effecting the consideration, use or occupancy of the License Area. Licensee shall not allow its officers, employees, agents and invitees to use the License Area for unlawful purposes, nor shall Licensee cause any nuisance in, on or about the License Area.

(d) Licensor shall have the right to restrict and/or control access to and use of the Garage through the use of card key, sticker, parking pass and/or validation system. Licensee shall not be responsible for any of the costs associated with the system Licensor selects to restrict and/or control access to and from the Garage.

5. **Term:** This Agreement shall be binding, commencing upon the full execution of this Agreement by the parties, however no sooner than August 19, 2008 and shall expire five (5) years thereafter; provided, however, that Licensor and Licensee shall have the right to terminate this Agreement at or anytime after the twenty-fourth (24th) month of this agreement by giving the Licensor six (6) months prior written notice of its intent to cancel. Licensee shall have one (1) option to extend the term of this Agreement for a period of five years (5) years on the same terms and conditions so long as Licensee is in good standing under this Agreement and Licensee provides Licensor with written notice of its intent to exercise said option no less than sixty (60) days and no more than one hundred twenty (120) days prior to the expiration of the current term by letter from the CEO.

6. **Insurance:** Licensee shall provide insurance in accordance with the requirement set forth in ADDENDUM, incorporated into this Agreement.

7. **Indemnification:**

(a) Licensee shall indemnify, defend and hold Licensor, its Board of Education, its officer, directors, other members, partners, employees, and agents harmless from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Licensee's, its members, employees, agents and invitees, use of the License Area during the term of this Agreement and the terms and conditions of this Agreement.

(b) Licensor shall indemnify, defend and hold Licensee, its Special Districts, elected and appointed officers, employees, agents and invitees harmless from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney's and expert witness fees) arising from or connected with Licensor's, its members, agents and Operator's, use, operation and maintenance of License Area during the term of this Agreement and the terms and conditions of this Agreement.

8. **Hazardous Materials:** Licensee shall comply with all applicable Environmental Laws (as defined below) relating to industrial hygiene and environmental conditions on, under or about the License Area including, but not limited to, air, soil and ground water conditions. Without limiting the generality of the foregoing, Licensee shall not, nor shall allow any other party to, transport, use, store, maintain, generate, manufacture, handle, dispose, Release (as defined below) or discharge any Hazardous Material (as defined below) upon or about the License Area in violation of Environmental Laws, nor permit any sub-licensees, employees, agents, invitees or contractors to engage in such activities in violation of Environmental Laws upon or about the License Area, during the term of this Agreement.

Licensee will promptly notify Licensor and Operator in writing if Licensee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under or from the License Area in violation of Environmental Laws. Licensee shall promptly provide copies to Licensor and Operator of all written complaints, claims, citations, demands, inquiries, reports or notices that Licensee has received relating to the conditions of the License Area or compliance with Environmental Laws. Licensee shall promptly supply Licensor and Operator with copies of all notices, reports, correspondence, and submissions made by Licensee to the United States

Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. Licensee shall promptly notify Licensor and Operator of any liens threatened or attached against the License Area pursuant to any Environmental Law.

Licensor and Licensor's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by Licensor, may (but without the obligation or duty so to do), at any time and from time to time, on not less than twenty-four (24) hours notice to Licensee (except in the event of an emergency in which case no notice will be required), inspect the License Area to determine whether Licensee is complying with Licensee's obligations set forth in this Section, and to perform environmental inspections and samplings.

As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state and local laws, ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Hazardous Substance Account Act, California Health and Safety Code § 25300, et seq., the Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq., the Medical Waste Management Act, California Health and Safety Code § 25015, et seq., the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq., California Education Code § 17210, et seq., and California Code of Regulations, Title 5 § 14010, et seq. "Hazardous Material(s)" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes, but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Material into or through soil, air, surface water or groundwater.

Licensee and Licensor shall indemnify, defend and hold each other, their elected and appointed officers, directors, employees, and agents harmless from and against all liabilities, including but not limited to demands, claims, actions, fees, costs and expenses from their respective use, control or release of Hazardous Materials in, on or around the License Area during the term of this Agreement. This provision shall survive the expiration or early termination of this Agreement.

Notwithstanding anything to the contrary set forth in this Section 8, Licensor shall remain liable for any and all losses, costs, damages, expenses and liabilities arising from any Hazardous

Materials Released in, on or around the License Area during the term of this Agreement incurred in connection with or arising from any cause in the use or occupancy by Licensor of the License Area or any person claiming by, through or under Licensor or Licensor's employees, agents, contractors, directors, officers, partners, trustees, visitors or invitees or any such person.

9. **Security.** Licensor discloses that the Garage is located in an area of the City of Los Angeles that experiences crime and transient individuals. Licensor further discloses that criminal activity has occurred at the Garage and transient individuals have been observed in the Garage. Licensor has advised its employees and agents and Operator that law enforcement should be called if Licensor's employees and agents and/or Operator observe criminal activity or transient individuals in the Garage and that they are not to physically confront or intervene in such situations. Licensee expressly acknowledges that Licensor ownership of the Garage and Operator's management and operation of the Garage and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the Garage. Licensor and Operator do not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do the employees of Licensor or Operator undertake the obligation to guard or protect customers against the intentional acts of third parties. Licensee, in its sole discretion, shall determine whether and to what extent any precautionary warnings, security devices, or security services may be required to protect its employees, invitees, customers, or other persons in and about the Garage; provided, that if Licensee decides to employ a security service Licensee shall notify Licensor and Operator in writing.

Notwithstanding Section 7(b), Licensor shall not be liable nor indemnify, defend and hold Licensee harmless from any demands, claims, costs, expenses, damages or other judgments arising from the failure to warn, guard, or protect persons in or about the Garage from and against intentional threats, harm or injury, except for the negligent or willful misconduct of Licensor or its Operator.

10. **License Fee:** Licensee shall pay to Operator, without offset or reduction, the sum of \$21,800.00 per month on the first day of each month during the term. LICENSEE shall also pay a one time Processing Fee of \$250.00. Upon execution of this Agreement, LICENSEE shall remit payment of the License Fee and Processing Fee.

(a) **License Fee Adjustment:** Commencing with the second anniversary of the license term, and for each successive one (1) year period thereafter, the License Fee shall be subject to adjustment. The License Fee shall be adjusted in accordance with the formula set forth in paragraph (b). The "Base Index" shall be the index published in the month immediately preceding the month in which the Agreement commences.

(b) **CPI Formula:** The method for computing the License Fee adjustment shall be by reference to the Consumer Price Index for all Urban Consumers for the Los Angeles Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100) hereinafter referred to as "Index".

The License Fee adjustment shall be calculated by multiplying the base fee (\$87.20 per space per month multiplied by number of spaces), by a fraction, the numerator being the New Index which

is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published the month immediately preceding the month in which the Agreement commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$21,800 = \text{Monthly License Fee}$$

If the Index is changed so that the base year of the Index differs from that used at the commencement date of this Agreement, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

11. **Holdover:** In the event Licensee holds over beyond the end of the term herein provided with the consent express or implied, of the Licensor, such occupancy shall be month to month only, subject to the terms and conditions of this Agreement, but shall not be a renewal hereof, and the License fee to be therefore shall be at the rate prevailing under the terms of this Agreement.

12. **Assignment:** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area. Any attempted assignment, transfer, mortgage or encumbrance without said consent shall be void. However, regardless of Licensor's consent, no assignment or other transfer of this Agreement or of any interest in the License Area shall release Licensee of Licensee's obligation to perform all other obligations to be performed by Licensee hereunder for the term of this Agreement. Consent to one assignment shall not be deemed consent to any subsequent assignment. Licensor discloses that in the event Licensee sells the Apartment Building, Licensor makes no representation or warranty that this Agreement may be assigned or transferred to any successor-in-interest or that Licensor shall offer a similar agreement or parking arrangement to any successor-in-interest.

13. **Default by Licensee:** Each of the following shall be a material breach of this Agreement by Licensee:

(a) Licensee shall fail to make any payment owed by Licensee under this Agreement, as and when due, and where such failure is not cured within three (3) business days following receipt of written notice by Licensee from Licensor; and

(b) Licensee shall fail to observe, keep or perform any of the terms, covenants, agreements or conditions under this Agreement that Licensee is obligated to observe or perform, other than that described in subparagraph (a) above, for a period of thirty (30) days after notice to Licensee of said failure; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in material breach of this Agreement if Licensee shall commence the cure of such default so specified within said thirty (30) day period and diligently prosecutes the same to completion, but in no event shall Licensee have a period longer than sixty (60) days to cure such default.

If Licensee breaches any covenant, obligation, requirement or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor at law, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease.

14. **Severability:** The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

15. **Time of Essence:** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

16. **Section Headings:** The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify or aid in the interpretation, construction or meaning of the provisions hereof.

17. **Entire Agreement:** All prior understandings and agreements between the parties or other third-parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

18. **Modification or Amendment:** This Agreement may not be modified, amended or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such modification, amendment or termination is sought.

19. **Legal Actions:** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs.

20. **Absence of Waiver:** No waiver by Licensor or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by Licensor or Licensee of the same or any other provision.

21. **Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all of the remedies at law or in equity.

22. **Licensor's Right of Entry:** Licensor and Licensor's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements or additions to the License Area as Licensor may deem necessary or desirable.

23. **Notices:** All notices under this Agreement shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery

service, telecopy, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

If to Licensee: County of Los Angeles
Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

With copy to: Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate
Facsimile:(213) 217-4971

If to Licensor: Los Angeles Unified School District
Leasing & Asset Management
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017
Telephone: (213) 241-6785 Facsimile:(213) 241-6784
Attention: Scot Graham
Director of Leasing & Asset Management

With copy to: Office of General Counsel, Facilities Division
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017
Facsimile: (213) 241-8386
Attention: Michelle Meghrouni, Esq.

If to Operator: Athena Parking, Inc.
800 West 6th Street, Suite 1415
Los Angeles, CA 90017
Telephone: (213) 891-9565 Facsimile: (213) 891-9562
Attention: Cari Wolk

Any party may notify the other party of their change of address by notifying the other party in writing of the new address. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a authorized representative of the addressee at the address provided above whether by certified or registered U.S. mail or any nationally recognized overnight service or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. Licensor and Licensee hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Licensor's or Licensee's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

24. **Facsimile Transmission:** Any executed copies of this Agreement and all related

documents may be executed and delivered by facsimile transmission. The recipient of said transmission shall consider such delivery to constitute delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile transmission shall be a true and correct copy of the original document. All parties hereby agree that, when delivery of a document is effected by a facsimile transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

25. **No Offer:** This Agreement shall not be binding until executed and delivered by all parties hereto.

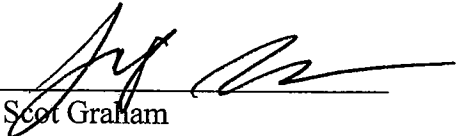
26. **Whole Agreement:** The rights and obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements relating to this Agreement have been made by the parties other than as appear in this Agreement.

27. **Miscellaneous:** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement. Warranties, representations, agreements and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. The effective date of this Agreement shall be the date first set forth hereinabove.

IN WITNESS WHEREOF, the Licensor has executed this Agreement or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested to by the Clerk thereof the day, month, and year first above written.

LICENSOR:

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a School district duly organized and existing under the laws
of the State of California

By: 
Name: Scot Graham
It's: Director Leasing & Asset Management

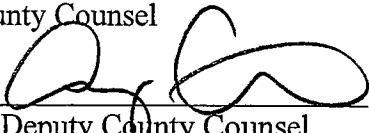
LICENSEE:

COUNTY OF LOS ANGELES
a body corporate and politic

By: _____
Name: DON KNABE
Its: Chairman, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: 
Deputy County Counsel

ADDENDUM

Insurance: During LICENSEE'S use of the License Area, LICENSEE shall maintain insurance in the minimum scope and limits as follows:

(a) Commercial General Liability Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Three Million U.S. Dollars (\$3,000,000.00) per occurrence. The general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required per-occurrence limit.

(b) Property Damage Insurance to provide defense and indemnity coverage to the insured for liability for property damage to the License Area of not less than a combined single limit of One Million U.S. Dollars (\$1,000,000.00) per occurrence.

(c) Business Automobile Liability Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.

(d) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

As an alternative to (a)–(d) LICENSEE shall have the right to maintain the insurance required in this Addendum through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk retention, commercial insurance risk transfer, and/or risk pooling authorized by California law, all at the LICENSEE's sole option. If LICENSEE self-insures or provides any such insurance through other than third-party insurance policies, then: (i) such insurance protection shall be equivalent to the coverage required in this Addendum and LICENSEE shall not be relieved from its indemnification obligations under this Agreement; (ii) LICENSEE shall be responsible for, assume all liability for, and release and waive all right of recovery against DISTRICT for, the cost of any loss or claim to the extent that such loss or claim would have been covered by third-party insurance that LICENSEE would otherwise be required to maintain hereunder.

If LICENSEE should procure insurance policies for the foregoing, instead of relying upon self-insurance, such insurance policies shall: (i) name the DISTRICT and its Board Members as an additional insured; (ii) specifically cover the liability assumed by LICENSEE under this Agreement; (iii) be issued by an insurance company having a rating of not less than A.M Best A-, VII or which is otherwise acceptable to DISTRICT and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by DISTRICT is excess and is noncontributing with any insurance requirement of LICENSEE; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to DISTRICT and any mortgagee of DISTRICT; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to DISTRICT. LICENSEE shall deliver said policy or policies or certificates thereof to DISTRICT within thirty (30) days of its decision to obtain insurance policies for the foregoing.